

APPLICATION FOR ENCROACHMENT PERMIT
(to be completed by applicant)

TEXACO REFINING & MARKETING, INC., the XOwner Lessee of the property located at 1300 BLANE STREET 92507 in the City of Riverside, Assessors Parcel No. 250-150-006 hereby requests permission to CONSTRUCT AND MAINTAIN 6" PCC Landscape Planters, 8.5 FEET INTO

in the public right of way of IONIA AVENUE /or the _____ easement at the _____ rear/ Xside/ _____ front of said property. The attached drawing shows the requested encroachment. Upon issuance of this permit, I agree to comply with the attached terms and conditions.

Date 12/1/94

Craig Wing, TRM

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ENCROACHMENT PERMIT APPROVAL
(to be completed by City)

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purpose described.

- X Public Utilities Water OK Ed Kestel 11/23/94
X Public Utilities Electric Sppl N. B. 11/23/94
X Planning Craig Larson 12-7-94
X Parks and Recreation [Signature]
____ (other) _____
____ (other) _____

Upon obtaining the above signatures, return this the Public Works Department for final approval.

Date 12/8/94 [Signature] Rick Mc Grath
Public Works Director

Encroachment Permit No. E-1280

TERMS AND CONDITIONS

The following indicated terms and conditions apply to encroachment permit no. E-1280.

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Riverside.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the permittee to the City and shall constitute a debt owed to the City.
3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that the permittee is in default of the terms of this permit, that shall be cause for revocation.
5. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the described property.
6. Prior to any construction taking place on City controlled property, permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department.
7. The permittee agrees to insure that construction of their improvements will not interfere in any way with existing City or utility facilities. The existing facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of the permittee's improvements without

reimbursement to the permittee. Prior to construction, Permittee shall contact **Underground Service Alert** to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made.

8. At such time as the City of Riverside, or parties under contract with the City of Riverside, construct additional street improvements in conjunction with a street widening project within the proposed encroachment area, the proposed 6" concrete curb planters may be removed by the contractor and shall not be relocated at the expense of the City of Riverside or by other parties under contract with said City.
9. Applicant must maintain a minimum of 4.0' clearance between the face of curb on planter and the back of the existing powerpole as noted on the attached drawing.



PARK & RECREATION DEPARTMENT

3900 Main Street • Riverside, California 92522 • 909/782-5301

Date: 12/7/94

Park & Recreation Department
City of Riverside
3900 Main Street
Riverside, CA 92522

Dear Sirs:

Being the owner of the property at 1360 BLAINE ST., RIVERSIDE,
I hereby accept the responsibility of maintaining the street tree(s) located in the front of my
property, and I hold the City of Riverside harmless from any damage that may occur or
any liability from the improvement(s) detailed in the attached Encroachment Permit, my
failure to maintain the tree properly, or as a result of the natural growth of said street
tree(s).

In addition, I hereby grant the City of Riverside permission to gain entry to said property,
in order to maintain said street tree(s) should an emergency or need occur.

GARY WING
(Please Print Name of Owner)

[Signature]
(Signature of Owner)